

## SUBORDINATION AGREEMENT

THE STATE OF TEXAS

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COUNTY OF COLLIN

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WHEREAS, FRISCO COMMUNITY DEVELOPMENT CORPORATION ("FCDC") is the owner and holder of a promissory note in the amount of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00), executed by CHAMPIONS UNITED HOLDINGS, L.L.C., a Texas limited liability company ("Borrower") and payable to the order of FCDC, dated March 23, 2006, which note is secured by a vendor's lien and the second lien of a deed of trust of even date therewith (the "FCDC Lien Documents") covering real property and improvements located in Frisco, Collin County, Texas, and being 2.81 acres of land out of the Z. Burris Survey, Abstract No. 74 and being more fully described in Exhibit A attached hereto and made a part hereof for all purposes ("Property").

WHEREAS, CAPITAL ONE, N.A., being formerly known as Hibernia National Bank ("Capital One") is the owner and holder of a promissory note in the amount of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00), executed by Borrower and payable to the order of Hibernia National Bank, dated March 23, 2006, which note is secured by a vendor's lien and the first lien of a deed of trust of even date therewith (the "Capital One Lien Documents") covering the Property.

WHEREAS, FCDC, Capital One (as successor to Hibernia National Bank), and Borrower, are parties to that one certain Inter-Creditor Agreement dated March 23, 2006 ("Inter-Creditor Agreement").

WHEREAS, CAPITAL ONE has agreed to loan Borrower an additional sum of ONE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$116,740.00) evidenced by a promissory note (the "New Note") dated \_\_\_\_\_, 2009, executed by the Borrower and payable to the order of the Capital One as more fully described in, and secured by, among other instruments, a Deed of Trust (the "New Deed of Trust") of even date with the New Note from the Borrower to \_\_\_\_\_, Trustee, covering the Property (and all fixtures and personal property located on, or used in connection with, the Property), to which instruments reference is made for all purposes; and

WHEREAS, as a condition to making the loan to the Borrower, Capital One has required that any and all liens, mortgages, encumbrances, security interests and assignments of every kind and character, held by the FCDC and relating to and covering the Property, be subordinated and made inferior to the liens, mortgages, encumbrances, security interests and assignments securing the indebtedness described in and secured by the New Deed of Trust;

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Capital One, the receipt and sufficiency of which is hereby acknowledged, and to induce Capital One to make its loan and to advance the proceeds thereof, FCDC does hereby covenant, stipulate and agree with Capital One that the FCDC Lien Documents, and any other liens, mortgages, encumbrances, security interests and assignments of every kind and character held by FCDC and relating to and covering the Property, are hereby expressly subordinated and made inferior to the liens, mortgages, encumbrances, security instruments and assignments created under, renewed and extended by or existing by reason of the New Deed of Trust and any other instruments or agreements now or hereafter existing as security for the New Note and all principal, interest, attorney's fees and other sums owing or to become due on the New Note and the New Deed of Trust.

The parties do hereby agree that the New Note shall be subject to the same terms, requirements, conditions and limitations set forth in the Inter-Creditor Agreement.

This Subordination Agreement shall extend to any renewal, extension or rearrangement of all or any part of the New Note, and notice of any such renewal, extension or rearrangement and consent thereto of FCDC or any other owner or holder of the FCDC Lien Documents shall not be required. This provision shall not apply to any increase in the principal of the New Note. The Borrower agrees to notify FCDC in the event of any renewal, extension or rearrangement of all or any part of the New Note; provided, however, the Borrower's failure to do so shall not effect the rights of Capital One hereunder.

FCDC acknowledges that this Subordination Agreement is required by Capital One and that such loan is made in reliance upon the agreements of the FCDC.

The FCDC warrants and represents to Capital One that FCDC is the present legal and equitable owner and holder of the FCDC Lien Documents.

This Subordination Agreement shall be binding upon the FCDC, its successors, administrators and assigns, including each and every subsequent owner and holder of the FCDC Lien Documents, and the terms hereof shall inure to the benefit of Capital One, its successors and assigns, including, without limitation, each and every subsequent owner and holder of the New Note or any renewal, extension or rearrangement thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**"FCDC"**

FRISCO COMMUNITY DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_

**“CAPITAL ONE”**

CAPITAL ONE, N.A.

By: \_\_\_\_\_

**“BORROWER”**

CHAMPIONS UNITED HOLDINGS, L.L.C.,  
a Texas limited liability company

By: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2009, by \_\_\_\_\_, \_\_\_\_\_ of FRISCO  
COMMUNITY DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said  
corporation.

\_\_\_\_\_  
Notary Public – State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2009, by \_\_\_\_\_, \_\_\_\_\_ of CAPITAL  
ONE, N.A., a national association, on behalf of said association.

\_\_\_\_\_  
Notary Public – State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, \_\_\_\_\_ of CHAMPIONS UNITED HOLDINGS, LLC, a Texas limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public – State of Texas

Prepared in the Law Office of:

Abernathy, Roeder, Boyd & Joplin, PC  
1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
3735.0058

After Recording, Return to:

Capital One, N.A.  
Attn: Greg Grimm  
7330 Gaylord Pkwy.  
Frisco, Texas 75034

## Exhibit A

Being a 2.81 acre tract situated in the Z. Burris Survey, Abstract No 74, City of Frisco, Collin County, Texas and being a portion of the 58 acre tract of land described in deed to Western Grain Company as recorded in Volume 682, Page 427, Deed Records Collin County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a found 1/2 inch iron rod in the south line of Wade Boulevard, said point being the northwest corner of Lot 1, Block A, Wade Crossing, all addition to the City of Frisco as recorded in Cabinet L, Page 106, Map Records Collin County, Texas;

Thence South 31° 48' 15" East with the west line of said Lot 1 a distance of 521.86 feet to a set 1/2 inch iron rod;

Thence South 58° 10' 5" West a distance of 55.48 feet to a set 1/2 inch iron rod;

Thence North 88° 49' 51" West a distance of 316.94 feet to a set 1/2 inch iron rod in the south line of Nancy Jane Lane (60' right-of-way), said point being the beginning of a non-tangent curve to the left having a radius of 480.00 feet, a central angle of 22° 15' 42" and a chord which bears North 11° 30' 38" West, 185.33 feet;

Thence along said curve to the left and south line of Nancy Jane Lane an arc distance of 186.50 feet to a set 1/2 inch iron rod;

Thence North 22° 38' 29" West, continuing along the south line of Nancy Jane Lane a distance of 146.36 feet to a set 1/2 inch iron rod;

Thence North 19° 05' 57" East a distance of 37.02 feet to a point in the south line of Wade Boulevard, said point being the beginning of a non-tangent curve to the left having a radius of 1127.40 feet, a central angle of 10° 26' 33" and a long chord which bears North 56° 02' 29" East, 205.19 feet;

Thence along said curve to the left and south line of Wade Boulevard a distance of 205.48 feet to the POINT OF BEGINNING and CONTAINING 122,393 square feet, 2.81 acres of land, more or less. Said 2.81 is part of Lot 1, Block A, of Wade Plaza, an addition to The City of Frisco, Texas, according to the plat recorded in Volume Q, Page 279, of the Real Property Records of COLLIN County, Texas